Warner/Chappell Music

CONTRACT MAINTENANCE USER'S MANUAL

Main Contract System:
Define (UFMCS01)
Amend (UFMCS02)

WorldAMPS 3.0

August 2003

Contract Maintenance Manual

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BEFORE YOU BEGIN

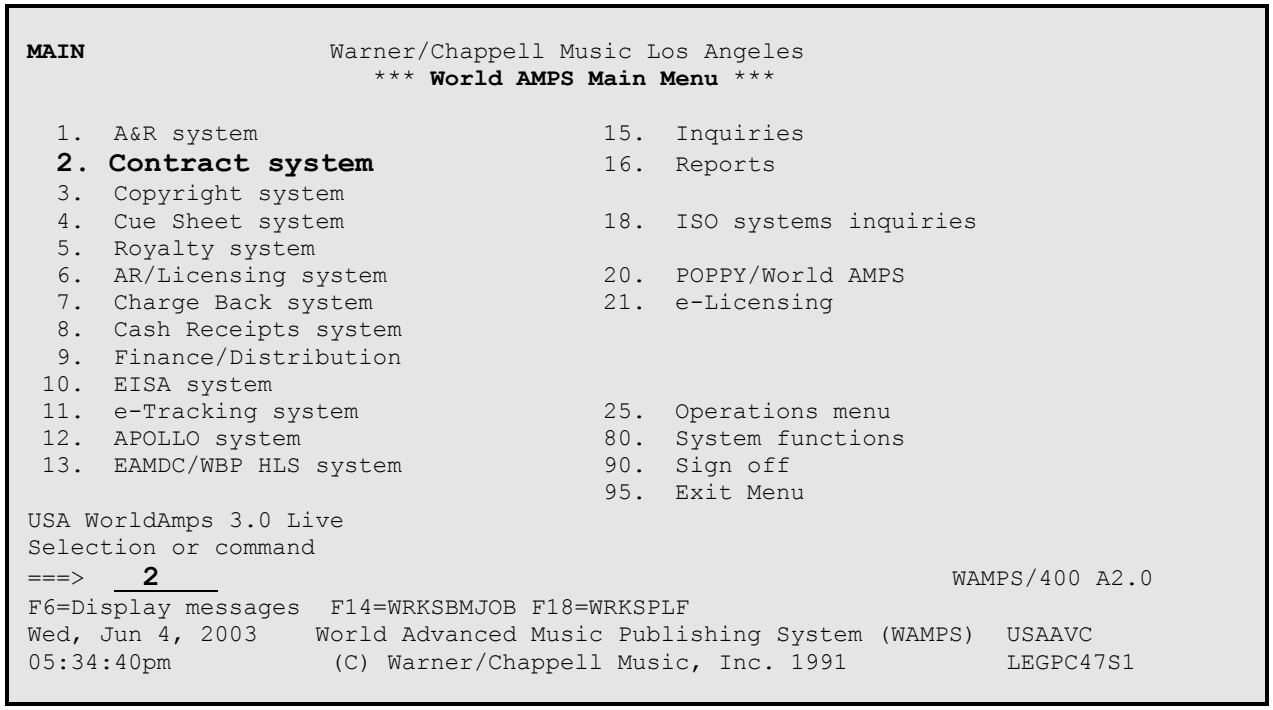
Welcome to the *Main Contract System Maintenance Manual*. This manual contains detailed information about creating and amending contract briefs in the AS/400. It is intended for the person who will perform contract briefing on behalf of each applicable W/C office and is much more technical than the *Contract Inquiry User's Manual* (the "***CIUM***"). That person must have thorough understanding of their local contracts, and knowledge of what information is required both locally and by other W/C offices for registration, processing and administration of songs. Contemptuous familiarity with AS/400 navigation is mandatory.

Before you begin contract maintenance, please refer to the ***CIUM***, which contains complete descriptions and definitions of all data categories and fields used in the Contract System, as well as a list of common abbreviations used. That information is too voluminous to duplicate in this manual.

Creating a contract brief in the AS/400 is accomplished through a combination of codes, dates and free-form text. This manual provides step-by-step, screen-by-screen instructions for creating a contract brief, in the exact order as it is done.

All referenced programs are accessed through the *Main Contract Menu (CTMENUM)*:

1. On the first screen after login, *World AMPS Main Menu (MAIN)*, choose option **2** to access *Contract System (CTMENU).*



2. From this menu, choose option **1** to access *Form B - Main Contract Brief.*

```
CTMENU              Warner/Chappell Music Los Angeles
                    *** World AMPS Contract System ***

  1. Form B - Main Contract Brief

  2.  Form C - Aff. Contract System

  3.  Form D - Soc. Contract System

  4.  TP - Sub-Publisher

  5.  Print Contract system

  6.  Legal Project Manager system

                                        80.  System functions
USA WorldAmps 3.0 Live
Selection or command
===>  1                                                    WAMPS/400 A2.0
F3=Main Menu  F6=Display messages  F12=Previous menu F24=More keys
Wed, Jun 4, 2003    World Advanced Music Publishing System (WAMPS)  USAAVC
05:38:25pm           (C) Warner/Chappell Music, Inc. 1991           LEGPC47S1
```

You are now at the *World AMPS Main Contract (CTMENU)* menu, shown below.

```
CTMENUM             Warner/Chappell Music Los Angeles
                     *** World AMPS Main Contract ***

 ...  Maintenance                        ...  Inquiries
  1.  Main contract brief - Define       15.  Main contract brief
  2.                      - Amend        16.  Writers/publishers
  3.                      - Delete       17.  Address
  4.                      - Rename       18.  Territory
  5.  Administrator code/ct. prefix      19.  Contract brief query
  6.  Contract types                     20.  Address query
  7.  Condition codes                    21.  Condition codes
  8.  Writers/publishers                 22.  Song/client/contract
  9.  Address                            ...  Reports
 10.  Territory codes     (Ver 1.1)      23.  Main contract reports
 11.  ISO Territory codes (Ver 1.1)
 12.  Currency codes
 13.  Update ct/clnt reminder date      80.  System functions

USA WorldAmps 3.0 Live
Selection or command
===> _______                                               WAMPS/400 A2.0
F3=Main Menu  F6=Display messages  F12=Previous menu F24=More keys
Wed, Jun 4, 2003    World Advanced Music Publishing System (WAMPS)  USAAVC
05:41:03pm           (C) Warner/Chappell Music, Inc. 1991           LEGPC47S1
```

PRELIMINARIES
Territory, Writers/Publishers, Addresses

Although some records used to populate fields in a brief can be created while in the middle of briefing, it is more efficient to create them before beginning a brief. Therefore, check to see if they exist before starting the brief. The primary ones are *Territory Codes*, *Writers and Publishers* and *Addresses*.

Territory Codes and *Writers/Publishers* are handled by specific gatekeepers (regional for Territory Codes, local for W/Ps) and are not covered in this manual. If you cannot find the *Territory Code* or *W/P(s)* needed for a brief, request it from your gatekeeper.

Address

Enter **9** for *Address* on the *World AMPS Main Contract (CTMENU)* screen.

```
CTMENUM              Warner/Chappell Music Los Angeles
                      *** World AMPS Main Contract ***

 ...  Maintenance                          ...  Inquiries
  1.  Main contract brief   -  Define     15.  Main contract brief
  2.                        -  Amend      16.  Writers/publishers
  3.                        -  Delete     17.  Address
  4.                        -  Rename     18.  Territory
  5.  Administrator code/ct. prefix       19.  Contract brief query
  6.  Contract types                      20.  Address query
  7.  Condition codes                     21.  Condition codes
  8.  Writers/publishers                  22.  Song/client/contract
  9.  Address                             ...  Reports
 10.  Territory codes     (Ver 1.1)       23.  Main contract reports
 11.  ISO Territory codes (Ver 1.1)
 12.  Currency codes
 13.  Update ct/clnt reminder date        80.  System functions
```

If there is an existing record, check to make sure it is current. If not, amend as needed.

If there is no record, press **F6** (=Define address record) to create one.

The **F1** key function (look up/search) is available for the following two fields:

Group - for internal W/C departments: Creative, Film/TV, I.T., Legal, Licensing, Copyright
Type - for category of address: Attorney, Manager, Writer, Legal Notices, etc.

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Below is the *Define Address Record (UFMCS10-10)* screen:

```
UFMCS10-10          Warner/Chappell Music, Inc. Los Angeles          6/04/03
 WCMLA                    Define Address Record                     17:14:34

  Address #: W 021754
  Group:            (L=Legal...)    Type:            (A=Attorney, M=Manager...)
 Keywrd:                                                Last upd: 06042003
 Person:                                                  Userid: USAAVC
  Job title:
  Assistant:
C/O or attn:
  Firm name:
     Addr 1:
     Addr 2:
     Addr 3:
     Addr 4:
       City:
      State:                Postal code:                Ctry: USA
        Tel:
        Fax:
     E-mail:

   F3=Exit   F12=Cancel  (In all screens)
```

Group

Press the **F1** key to access the internal *group* or W/C departments: Creative, Film/TV, I.T., Legal, Licensing, Copyright.

Type

Press the **F1** key to access the *type* or category of address: Attorney, Manager, Writer, Legal Notices, etc.

Keyword (Keywrd)

Use the *Keyword* field as the "key word" for searching, e.g. "Hammersmith" for Paul Hammersmith. The rest of the fields should be filled in as though it were an address label.

Person

Enter the first name followed by last name, e.g., "Paul Hammersmith, Esq."

Address 1,2,3,4

There are 4 lines available for street address or postal box number. Start on *Addr 1* and use as many lines as needed.

Sight Verify

After you *sight verify*, the second screen is for any applicable notes. Press **F6** to open the field. After the applicable notes are entered, press **F6** to save it. If no notes are needed, press **F3** to exit.

FURTHER PRELIMINARIES
Codes

There are five main categories/groups of Codes, which are used in briefing: ***Administrator***, ***Advances***, ***Contract Type***, ***Options*** and ***Term***. Codes are used to eliminate keystrokes for frequently used phrases for each category. In other words, **codes are used to insert text under the appropriate category within a brief**. For example, the Term of a contract may be:

```
01/01/2003 TO 12/31/2003
PLUS 2 1-YR OPTIONS
CURRENT CONTRACT PERIOD EXTENDS IF DELIVERY COMMITMENT NOT MET;
SEE LP/SONG COMMITMENT (17) FOR DETAILS.
```

Instead of typing the above text, you would enter codes “W121" (Plus 2 1-yr options) and “W148" (Current Contract Period...) on the applicable screen (in this example, it is on the *Term/Options/Advances* screen).

In most cases, there is already an existing code, which will meet your needs. If not, and you have a descriptive phrase which is frequently used in many of your contracts, your gatekeeper can easily create one for you. Although codes can be found by using the **F1** function when the cursor is in the applicable field, it is <u>much</u> easier to keep a printout of the codes in a notebook, sorted by category. Within each category, you can print the codes in (1) alphabetical order by description or (2) by code order.

To print codes complete the following steps.

```
CTMENUM              Warner/Chappell Music Los Angeles
                      *** World AMPS Main Contract ***

 ...  Maintenance                          ...  Inquiries
  1.  Main contract brief   -  Define      15.  Main contract brief
  2.                        -  Amend       16.  Writers/publishers
  3.                        -  Delete      17.  Address
  4.                        -  Rename      18.  Territory
  5.  Administrator code/ct. prefix        19.  Contract brief query
  6.  Contract types                       20.  Address query
  7.  Condition codes                      21.  Condition codes
  8.  Writers/publishers                   22.  Song/client/contract
  9.  Address                              ...  Reports
 10.  Territory codes     (Ver 1.1)        23.  Main contract reports
 11.  ISO Territory codes (Ver 1.1)
 12.  Currency codes
 13.  Update ct/clnt reminder date         80.  System functions
```

From the above screen, *World AMPS Main Contract (CTMENUM),* select option **23** for *Main Contract Reports (CTMENUR1).* From that screen select options **3** & **4** for *Administrator Codes,* options **5** & **6** for *Contract Type Codes* or option **7** for all other reports.

Since there are a large number of codes, when searching for one, it’s important to remember the **category**:

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Administrator

The *administrator* code is used to indicate the local W/C Company that will administer the contract. This is a two or three character code, preceded by the two-character local country code. The field was expanded from two to three characters after two-character codes were exhausted, but it is not necessary to use three characters to create a new one.

If a U.S. contract is to be administered by our ASCAP Company, we use the code, US WB for "WB MUSIC CORP. (ASCAP)." For BMI, we use, US WT for "WARNER-TAMERLANE PUBLISHING CORP. (BMI)." There should already exist codes for each main W/C affiliate company. If not, from the *World AMPS Main Contract (CTMENUM)* screen, choose Option **5** (Administrator code/contract prefix) and press **F**1 to create. Do not be concerned about duplicating data, as the system will not allow it.

The *administrator* code is also known as the "Contract Prefix." Based on the *contract prefix* the system automatically assigns a sequential number when defining new briefs (the "Contract Brief Number"). A brief **cannot** be created without choosing an *administrator* code first. More on this in the section on creating a brief.

Advances

Advance codes are used with an amount field and a date field to indicate the type of advance, either due or paid, the amount of that advance, and the date it was either paid or due. It is a 2 to 4-character code. As for *Administrator Codes*, it is not necessary to use 4 characters when creating new codes unless you have exhausted 2 and 3 character codes. Some common *Advance* codes are:

W1 = EXECUTION ADVANCE
W92 = 2ND CONTRACT YEAR ADVANCE
W94 = 3RD CONTRACT YEAR ADVANCE
W25 = AMENDMENT ADVANCE
W9 = RELEASE OF LP

When you print the codes, you will see a wide variety of descriptions. How and where to input these codes is covered in *Term/Options/Advances*. See page 22.

Contract Type

The *contract type* is a three-digit code preceded by the letter "W", used on the first input screen to indicate the contract type. The most common contract types are:

W001 = ADMINISTRATION
W002 = SUBPUBLISHING
W003 = EXCLUSIVE WRITER
W019 = CO-PUBLISHING
W136 = CO-PUB W/REVERSION (SEE NOTES)

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Options

Option codes are used with the following:
Option number field
LP number field, when applicable
Amount field (when there is an Advance payable for the option), and
Date field (for exercise by calendar date, if applicable).

It is a four-character code, used on the *Terms/Options/Advances* screen. Some commonly used *option* codes are:

W233 = OPT EXERC 30 DAYS AFTER COMPLETION OF DELIVERY COMMITMENT, BUT NOT EARLIER THAN ELEVEN MONTHS.
W214 = OPT EXERC 30 DAYS AFTER REC'T OF FINAL MIX, REL NOTICE, COMPLETE WRITER INFO. & SAMPLE CLEARANCES.
W201 = OPT EXERC 30 DAYS PRIOR TO EXPIRY OF CURRENT PERIOD

Term

See the beginning of this section for an example. Other common *Term* codes are:

W113 = DATE OF RELEASE OF LP #1
W122 = DATE OF RELEASE OF LP #2
W129 = PLUS OPTIONS FOR 2 ADD'L LPS
W120 = CONTINUES AUTOMATICALLY YR-TO-YR UNTIL TERMINATED BY EITHER PTY ON 60 DAY NOTICE

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READY TO BEGIN

An effective contract brief answers these fundamental questions: Who, What, When, Where, How and How Much. To facilitate this process, think of the input screens as questionnaires. Each screen and each field is asking the same question: What information belongs here? Not every field needs to be, nor should be, filled out. It us up to the user to determine which information is pertinent, and which is not. The perspective is, **"Who needs this information in order to do their work?"**

However, the input screens and fields of the Contract System do not (if ever) appear in the same order as that of the clauses of a contract. Since every clause must be reviewed for briefing, it would be highly inefficient to search through a contract to find the pertinent information as presented in screen order. Therefore, to prevent involuntary drooling, print out the screens in order, and fill out the "questionnaire" by hand as you read the contract from top to bottom. You need to do this only once, using photocopies on an ongoing basis.

The rest of the manual will be presented in the following order:

1. Blank Input Screens in order of appearance.
2. Immediately below each Screen, definitions and discussion of each field, in order, from left to right, and from top to bottom.
3. Completed Input Screens, based on information from the fictitious contract found in the Appendix.
4. Contract Notes will be covered at the end, after all screens are completed (the same as actually done when inputting a brief).

So, with all of the Preliminaries and Further Preliminaries in order, and with an Administrator Code in mind, let us begin.

BEGIN

From *the World AMPS Main Contract (CTMENUM)* screen, choose option **1**: ***Main Contract Brief – Define.***

```
CTMENUM              Warner/Chappell Music Los Angeles
                      *** World AMPS Main Contract ***

 ...  Maintenance                          ...  Inquiries
  1.  Main contract brief - Define         15.  Main contract brief
  2.                      - Amend          16.  Writers/publishers
  3.                      - Delete         17.  Address
  4.                      - Rename         18.  Territory
  5.  Administrator code/ct. prefix        19.  Contract brief query
  6.  Contract types                       20.  Address query
  7.  Condition codes                      21.  Condition codes
  8.  Writers/publishers                   22.  Song/client/contract
  9.  Address                              ...  Reports
 10.  Territory codes     (Ver 1.1)        23.  Main contract reports
 11.  ISO Territory codes (Ver 1.1)
 12.  Currency codes
 13.  Update ct/clnt reminder date         80.  System functions

USA WorldAmps 3.0 Live
Selection or command
===>  1                                                      WAMPS/400 A2.0
F3=Main Menu  F6=Display messages  F12=Previous menu F24=More keys
Wed, Jun 4, 2003    World Advanced Music Publishing System (WAMPS)  USAAVC
05:41:03pm           (C) Warner/Chappell Music, Inc. 1991           LEGPC47S1
```

This brings you to the preliminary screen *Define Contract Brief* (*UFMCS01-00).*

```
UFMCS01-00          Warner/Chappell Music, Inc. Los Angeles          6/04/03
WCMLA                        Define Contract Brief                   18:02:46
USAAVC
        ISO Ctry/Contract #: US
    Or copy from contract #: US









  F3=Exit   F12=Cancel  (In all screens)
```

SCREEN 1
Define Contract Brief (UFMCS01-10)

In the first field, type the applicable **Administrator Code** & press **Enter**. For the below example, the administrator code "WB" will be used.

```
 UFMCS01-10          Warner/Chappell Music, Inc. Los Angeles          6/04/03
 WCMLA                  Define Contract Brief                        18:11:55
 USAAVC
Contract name:
Contract type:                                      Contract origin:
                                                             Status:    (E/D/T)
       Artist:
   Song title:                                          Create date:  6042003
    Territory:                                          Last update: MMDDYYYY
 Administrator: WB                                          User id: USAAVC
 Contract date: MMDDYYYY                                  Archive #:
  Current term: MMDDYYYY    To  MMDDYYYY              Date terminated: MMDDYYYY
    Prdmgr Sgn:                                          Prdmgr Inh:
Duration of rights:    Yrs    Mos       Or            Term of copyrt:   (Y/N)
   Cover retention:    Yrs    Mos
 Post-term collect:    Yrs    Mos       Or         Earned during term:   (Y/N)
Print sell-off period:                             Print restriction: N (Y/N/?)
All editions 'til stk exh:   (Y/N)                'Til stk exh (Y/N)
                  Sheets:    Yrs    Mos           Or
       Pers/match folios:    Yrs    Mos           Or
            Mixed folios:    Yrs    Mos           Or
  All others 'til stk exh:
```

1. The *Administrator* Code automatically appears in the *Administrator* field. This code can be manually overwritten.
2. There is no *Contract Number* assigned yet.

The information in this manual is presented in the same order as the cursor moves through each screen (using the **Tab** key), from left to right and top to bottom.

Contract Name

For an individual enter "Last name, First name" followed by d/b/a (if any).

For other legal entity, such as a loan-out corporation enter "Loan-out Corporation f/s/o Joe Writer." Any text that will not fit within the field can be continued in *Note: Type 1 - Parties Names*.

Contract Type

Enter the applicable three-digit code. For more *contract type* information see the *Further Preliminaries* section beginning on page 8.

Contract Origin

The default is blank. Enter the two-letter code for the appropriate country of origin for the contract.

AR	ARGENTINA	KR	KOREA
AU	AUSTRALIA	MY	MALAYSIA
AT	AUSTRIA	MX	MEXICO
BE	BELGIUM	NL	NETHERLANDS
BR	BRAZIL	NO	NORWAY
CA	CANADA	PE	PERU
CL	CHILE	PL	POLAND
CO	COLOMBIA	PT	PORTUGAL
CZ	CZECH REPUBLIC	RU	RUSSIAN FED
DK	DENMARK	SG	SINGAPORE
FI	FINLAND	ZA	SOUTH AFRICA
FR	FRANCE	ES	SPAIN
DE	GERMANY	SE	SWEDEN
GR	GREECE	CH	SWITZERLAND
HK	HONG KONG	TW	TAIWAN
HU	HUNGARY	TH	THAILAND
IE	IRELAND	TR	TURKEY
IL	ISRAEL	GB	UNITED KINGDOM
IT	ITALY	US	UNITED STATES
JP	JAPAN	VE	VENEZUELA

Status

Indication of contract status: E = Executed
D = Draft
T = Terminated.

Artist

Enter the recording artist for which the contract is applicable. Use the same parameters as for *Contract Name*. Leave the field blank unless the agreement applies to a specific artist.

Song Title

Complete the field if the contract applies to a specific song, album, film or stage play.

Create Date

The *create date* is system-generated. It cannot be overwritten.

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Territory

Enter the five-character alphanumeric code or press the **F1** key access the *territory* codes.

Keep in mind when searching: Territory descriptions are in **strict** alphabetical order by country, except for WORLD excluding any country(ies). Examples: `CANADA, UNITED STATES; EIRE, UNITED KINGDOM`. In the case of "WORLD EXCLUDING," all countries listed **after** "WORLD EXCLUDING" are in strict alpha order and is displayed as either, "`WORLD (-) CANADA, UNITED STATES`" or "`WORLD, -CANADA, -UNITED STATES`."

Last Update

Manually enter the date of current revisions. The field is only applicable in the "*Amend*" mode.

Administrator

As discussed in the *Further Preliminaries* section, enter the two or three-character code. The system automatically uses the code chosen when creating the brief, but it can be overwritten as needed.

User ID

The *user ID* is system-generated. It cannot be overwritten.

Contract Date

Enter the date of the contract (not necessarily the same as the commencement of the Term). The date format (MMDDYYYY or DDMMYYYY) is fixed to the local territory.

Archive Number (#)

The archive number is a six-character alphanumeric number with two-digit sub-number, assigned to the physical paper file. All legal files begin with the letter "L" followed by a five-digit file number. It is also known as the "File Index" and is part of Imaging. This may not apply to all locations.

Current Term and **"To"**

Enter the commencement date and current scheduled end date of the Term. The end date applies to calendar terms (not LP based except when terminated). The date format is fixed to the local territory.

Date Terminated

Enter the end date of the Term. The date format is fixed to the local territory.

Important: A Term end date does not necessarily mean our rights have ended. See "Current Term" in the ***CIUM***.

Project Manager Signed (Prdmgr Sgn) and **Project Manager Inherited (Prdmgr Inh)**

Enter the A&R product manager who **signed** the writer(s) and the product manager who **inherited** the writer(s). *Prdmgr Inh* is used in cases where the project manager has changed, or the project manager who signed the writer has left the company. Press the **F1** key to look up the applicable name in the *Address* database. If the name is not listed, it must be added. See ***Address*** in the ***Preliminaries*** section.

Duration of Rights

Enter the length of time in years and/or months during which W/C has rights under this agreement. Use a smaller number when available. In other words, enter 1 year instead of 12 months, 1 year 6 months instead of 18 months. This is not frequently used in U.S. as it is usually addressed under *Term*. Also see **Term of Copyright (copyrt)** below.

Term of Copyright (copyrt)

If yes, enter "Y." Otherwise, leave blank.

Cover retention

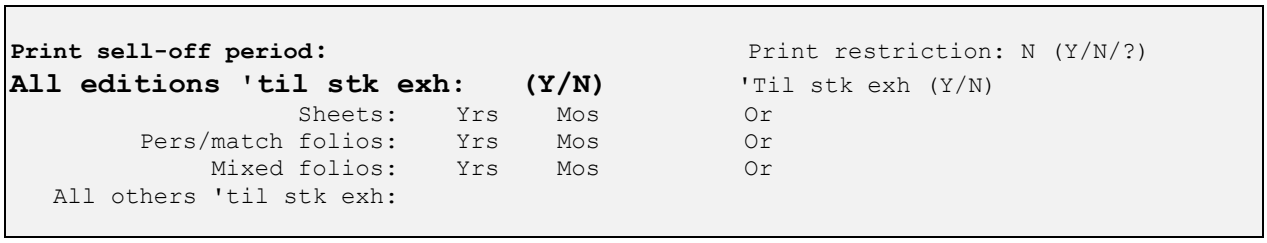
Enter in years and/or months. See *Duration of rights* above.

Post-term collect or **Earned during term**

Enter in years and/or months, if limited. If the provision allows us to collect all income earned during the Term, regardless of when collected, enter "Y" in the *earned during term* field.

Print sell-off period

If the *sell-off period* for all editions is until stock is exhausted, enter "Y" in the first field. Otherwise, enter applicable data in the fields below, which can be either in years or months, or until stock is exhausted for specific formats.


Print sell-off period:
Print restriction: N (Y/N/?)
All editions 'til stk exh: (Y/N)
'Til stk exh (Y/N)
Sheets: Yrs Mos Or
Pers/match folios: Yrs Mos Or
Mixed folios: Yrs Mos Or
All others 'til stk exh:

Print restriction

It is not necessary to complete this field. The System checks to see if there are any Print Restriction notes (type 24) or if "Images & Likeness & Bios" is checked under Prior consents. If either exists, the System will display "Y" after "Print Restrictions/Provisions" on the first Inquiry screen. If neither exists, it will display "N."

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Below is the first screen completed, based on the fictitious contract in the *Appendix*.

```
 UFMCS02-10     Warner/Chappell Music, Inc. Los Angeles                6/05/03
 WCMLA                 Define Contract Brief                           15:08:25

Contract #: US WB  01608 00 -
 Contract name: WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCAP)
 Contract type: W003 EXCLUSIVE SONGWRITER           Contract origin: USA
                                                            Status: E  (E/D/T)
       Artist: MRS. JOE BOB
 CT Song Title:                                        Create date: 11072002
    Territory: W0100 WORLD                             Last update: MMDDYYYY
 Administrator: WB  WB MUSIC CORP. (ASCAP)                 User id: USAAVC
 Contract date: 07012003                                Archive #: L01234
  Current term: 07012003    To  06302004              Date terminated:
    Prdmgr Sgn: W000361 TIM WIPPERMAN                       Prdmgr Inh:
 Duration of rights:    Yrs    Mos      Or             Term of copyrt: Y (Y/N)
   Cover retention:    Yrs    Mos
 Post-term collect:    Yrs    Mos      Or       Earned during term:   (Y/N)
 Print sell-off period:                          Print restriction: N (Y/N/?)
 All editions 'til stk exh:   (Y/N)             'Til stk exh (Y/N)
                  Sheets:    Yrs    Mos          Or
        Pers/match folios:    Yrs    Mos          Or
            Mixed folios:    Yrs    Mos          Or
  All others 'til stk exh:

 F3=Exit   F6=Update   F12=Cancel
```

SCREEN 2
Define Contract Brief (UFMCS01-20)

```
UFMCS01-20      Warner/Chappell Music, Inc. Los Angeles                6/05/03
WCMLA                     Define Contract Brief                       15:12:13

Contract #: US WB  01608 00 - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCAP)
 Contract type: W003 EXCLUSIVE SONGWRITER

 Admin costs recoupmnt:
       Demo %:  50.00      In excess of: $
 Copyrt reg. %:  75.00      Leadsheets %:   75.00        Advg/promo %:

  Stmnt period: 6  (3/6) months   Within:  60  days:
        Audit: 24       months      Sue: 36   months     Audit costs:   (Y/N)
  Collection %: 100.0000

 Mat'ls to owner:                Covers:  2  copies            Print:  2 copies
 Power of atty:   (Y/N)         PA forms: Y  (Y/N)          Sign doc.:    days


 F3=Exit   F6=Update   F12=Cancel
```

1. There is now a contract number, based on the Administrator code/contract prefix chosen.
2. The Contract Name, Contract Type code & descriptions are displayed as a header.
3. Most of the fields on this screen have default values already entered.

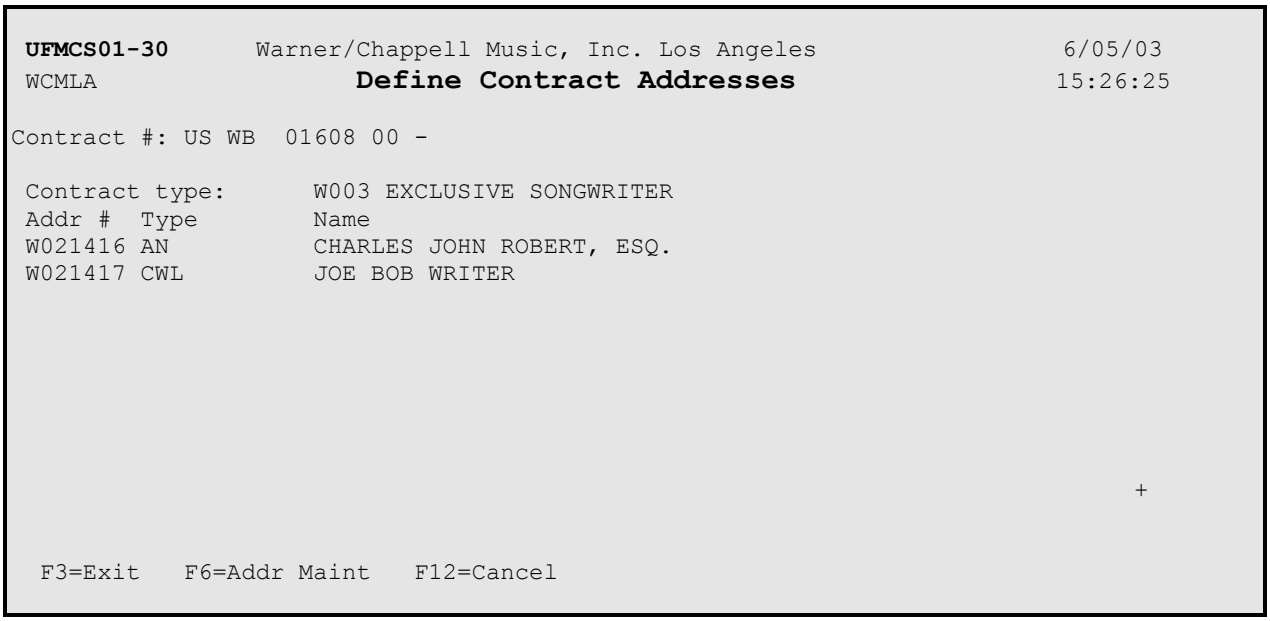
All of the fields can be overwritten, so revise them as needed. Also, all fields are defined & explained in the ***CIUM***.

Below is the completed Screen 2 for this agreement.

```
UFMCS02-20      Warner/Chappell Music, Inc. Los Angeles                6/05/03
 WCMLA                     Define Contract Brief                       15:24:46

Contract #: US WB  01608 00 - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCAP)
 Contract type: W003 EXCLUSIVE SONGWRITER

 Admin costs recoupmnt:
       Demo %:  50.00      In excess of: $
 Copyrt reg. %:            Leadsheets %:                Advg/promo %:

  Stmnt period: 6  (3/6) months   Within:  60  days:
        Audit: 24       months      Sue: 36   months     Audit costs:   (Y/N)
  Collection %: 100.0000

 Mat'ls to owner:                Covers:  2  copies            Print:  2 copies
 Power of atty: Y (Y/N)         PA forms: Y  (Y/N)          Sign doc.: 10 days


 F3=Exit   F6=Update   F12=Cancel
```

SCREEN 3
Define Contract Addresses (UFMCS01-30)

Below is the completed screen 3.


UFMCS01-30 Warner/Chappell Music, Inc. Los Angeles 6/05/03
WCMLA Define Contract Addresses 15:26:25
Contract #: US WB 01608 00 -
Contract type: W003 EXCLUSIVE SONGWRITER
Addr # Type Name
W021416 AN CHARLES JOHN ROBERT, ESQ.
W021417 CWL JOE BOB WRITER
+
F3=Exit F6=Addr Maint F12=Cancel

Press the **F1** key to look up applicable addresses. Press **F6** (=Addr Maint) to add an address (see the bottom of the screen). When done, enter the appropriate "type" (Attorney, Notices, etc.), *sight verify* and continue to the next screen.

SCREEN 4
Define Contract Parties – OP (UFMCS01-40)

```
UFMCS01-40          Warner/Chappell Music, Inc. Los Angeles          6/05/03
WCMLA                  Define Contract Parties - OP                 15:33:07

Contract #: US WB  01608 00 - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCAP)
 Contract type: W003 EXCLUSIVE SONGWRITER
 Territory: W0100  WORLD

 ISO: US GB NL DE FR IT SE ES MX BR AU CA HK
 CIR:  Y  Y  Y  Y  Y  Y  Y  Y  Y  Y  Y  Y  Y
                                          Local                Foreign
 Name                          Owner %  MECH PERF SYNC  PRT   MECH PERF SYNC  PRT
 ISO   AS/AC   CAE/WP #     WP          L C  L C  L C  L C    L C  L C  L C  L C




                                                                          +


 F3=Exit   F4=Fold   F12=Cancel
```

Displayed at the top of the page are the *contract number* and *name*, *contract type*, and *the territory code* and *description*. Below that, all the W/C ISO hub countries are listed with a **Y**es or **N**o indicator beneath each country to denote the Form "C" circulation.

Refer to "Parties" in the ***CIUM*** for detailed descriptions of the fields andcolumns on this screen.

Assignor/Assignee (AS/AC)

The AS/AC column indicates the status of each listed writer and/or publisher. Enter the two-letter code or press the **F1** key to for the available options.

AS = Assignor
AC = Assignee
SE = Subpublisher

CAE/WP number (#)

Listed all writers and/or publishers that are subject to the agreement. Press the **F1** key to look up the applicable writers/publishers.

Owner Percentage (%)

Enter the overall percentage of copyright ownership for each publisher, up to 3 numbers and 4 decimal places (e.g. 100.0000).

When completed and *sight verified*, the screen will look like this below.

```
UFMCS02-40          Warner/Chappell Music, Inc. Los Angeles            6/05/03
WCMLA                  Amend  Contract Parties - OP                   15:33:07

Contract #: US WB  01608 00 - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCAP)
 Contract type: W003 EXCLUSIVE SONGWRITER
 Territory: W0100  WORLD

 ISO: US GB NL DE FR IT SE ES MX BR AU CA HK
 CIR:  Y  Y  Y  Y  Y  Y  Y  Y  Y  Y  Y  Y  Y
                                              Local                Foreign
 Name                            Owner %  MECH PERF SYNC  PRT   MECH PERF SYNC  PRT
 ISO AS/AC  CAE/WP #        WP           L C  L C  L C  L C    L C  L C  L C  L C
 US  AC     S 00053026414   P   100.0000 Y Y  Y Y  Y Y  Y Y    Y Y  Y Y  Y Y  Y Y
 WB MUSIC CORP.
 US  AS     W 00000090777   W            Y Y  N N  Y Y  Y Y    Y Y  N N  Y Y  Y Y
 WRITER, JOSEPH ROBERT



                                                                           +

 F3=Exit   F4=Fold   F12=Cancel
```

The territories are divided into local and foreign, each with columns for mechanical, performance, synchronization and print (MECH, PERF, SYNC, PRT). For writers the default for performance (Perf) are no (N) for both licensing (L) and collection (C). If the Territory is less than the World, you will need to overwrite the yes (Y) to no (N) for either Local or Foreign as appropriate. For example, if the Territory under a German contract were *World, - Germany*, you would need to enter "Ns" for all fields under Local.

If there are any errors in listing writers or publishers, enter **N** when you *sight verify*, make the revisions, and *sight verify* again.

SCREEN 5
Define Contract Brief – Term/Options/Advances (UFMCS01-50)

```
UFMCS01-50          Warner/Chappell Music, Inc. Los Angeles                 6/05/03
WCMLA       Define Contract Brief - Term/Options/Advances                  16:37:11

Contract #: US WB  01608 00 - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCAP)
 Contract type: W003 EXCLUSIVE SONGWRITER
 Rollover: N  (Y/N)             Initial term: 07012003   To 06302004
 Rollover termination date: MMDDYYYY

 Client name                                                    Opt/Due
 Seq Ctry/Client#  Cdt# Opt/Lp #  Freq Min    Amount        Ccy  Date      Ex/Pd
 010                                                       USD MMDDYYYY

 020                                                       USD MMDDYYYY

 030                                                       USD MMDDYYYY

 040                                                       USD MMDDYYYY

 050                                                       USD MMDDYYYY

 060                                                       USD MMDDYYYY

 070                                                       USD MMDDYYYY
                                                                        +
```

This is the most complex screen because there are three categories: *Term*, *Option* and *Advances*. To enter all the information on this screen, use codes, numbers and dates.

Initial Term / To

The dates for *Initial term / To* are imported from the *Current Term* / *To* fields on the first screen. Both fields can be manually overwritten if needed.

Rollover and **Rollover termination date**

If there are *Rollover Advances* set forth in the agreement, enter **Y**. If there is a fixed *rollover termination date* for the end of *rollover* eligibility, enter that date. Further details can be noted in the *Notes* section.

Country/Client number (Ctry/Client #)

The *country* will default to the local user country after data is entered on each line. The *client number* is optional. You can enter a *client number* on a line where a payment has been made to indicate the account. Currently, this is not directly linked to the Royalty System.

Condition Code/Number (Cdt #)

Enter the *condition code*/number for Term, Options and Advances. The *condition code* is determined by the category of information covered by a specific line (row). This will make sense when you view the completed screen below. You can use the **F1** key to look up codes or refer to your printed list.

Option/LP number (Opt/Lp #)

Enter one or two-digits to indicate the *Option number* and/or *LP number*.

Frequency (Freq)

Enter the *frequency* of payments for this line. The possible values are:

Q = Quarterly
M = Monthly
B = Bi-weekly
W = Weekly

Minimum (Min)

Enter an **M** if the applicable Advance is a minimum amount.

Currency (Ccy)

The field defaults to the local *currency*. It can be overwritten.

Option Due Date (Opt/Due Date)

Enter the *option due date*. The date format (MMDDYYYY or DDMMYYYY) is fixed to the local territory.

Exercised/ Paid (Ex/Pd)

Enter **E** for an option exercised and **P** for a payment made.

If you use all lines on the screen, press the **Page Down** key for more lines. There are a total of 99 lines available.

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Below is the completed screen.

```
UFMCS01-50          Warner/Chappell Music, Inc. Los Angeles            6/05/03
WCMLA            Define  Contract Brief - Term/Options/Advances       16:37:11
Contract #: US WB  01608 00 - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCAP)
Contract type: W003 EXCLUSIVE SONGWRITER
Rollover: N  (Y/N)            Initial term: 07012003   To 06302004
Rollover termination date: MMDDYYYY
Client name
                                                                  Opt/Due
Seq Ctry/Client#  Cdt# Opt/Lp #  Freq Min    Amount        Ccy  Date      Ex/Pd
010 US            W121                                    USD MMDDYYYY

020 US            W148                                    USD MMDDYYYY

030 US            W1                          10000.00    USD 07012003     P

040 US            W415  1          Q   M      12000.00    USD 06302004

050 US            W415  2          Q   M      15000.00    USD 06302005

060                                                       USD MMDDYYYY

070                                                       USD MMDDYYYY
                                                                        +
```

Remember, codes are used to save keystrokes when inserting text. That text will appear in the appropriate category based on the code entered. Each and every condition code (Cdt#) must be entered separately on different lines. As you can see above, other data can appear on the same line. **Most importantly, data entered on a line without a condition code (Cdt#) will <u>not</u> be validated.**

Below is a summary of the above completed screen.

1. The first two codes (on the first two lines) pertain to the Term:
   W121 = PLUS 1 1-YR OPTIONS
   W148 = CURRENT CONTRACT PERIOD EXTENDS IF DELIVERY COMMITMENT NOT MET; SEE LP/SONG COMMITMENT (17) FOR DETAILS.

2. The third line has data in several columns pertaining to an Advance payment:
   W1 = EXECUTION ADVANCE
   The rest of the data indicate that the execution advance of $10,000.00, in US dollars (USD), was paid on July 1, 2003.

3. The fourth line pertains to an Option:
   W415 = OPT EXERC AT ANY TIME DURING TERM UP TO 30 DAYS AFTER OUR REC'T OF NOTICE OF DELIVERY COMPLETION.
   Opt # = 1 for the 1st Option
   The Advance is payable Quarterly (Q) with a Minimum (M) of $12,000.00 in US dollars (USD)
   The Scheduled Option date is June 30, 2004, and
   The Option has not yet been exercised (Ex = blank).

4. The fifth line pertains to the second Option, with different parameters.

SCREEN 6
Define Contract Brief (UFMCS01-60)

```
 UFMCS01-60          Warner/Chappell Music, Inc. Los Angeles            6/05/03
 WCMLA                   Define Contract Brief                         17:46:05

Contract #: US WB  01608 00 - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCAP)
 Contract type: W003 EXCLUSIVE SONGWRITER

         % Of net income which is defined as gross receipts less:
    Admin. expenses       Admin. fees       Writer royalties
```

This is the initial Royalty Rates Screen, and is used to set up Publisher rates payable to the client. In this specific example, there are no Publisher rates payable, but an example of such a screen would be:

```
 UFMCS01-60          Warner/Chappell Music, Inc. Los Angeles            6/05/03
 WCMLA                   Define Contract Brief                         17:46:05

Contract #: US WB  01608 00 - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCAP)
 Contract type: W003 EXCLUSIVE SONGWRITER

     50.00% Of net income which is defined as gross receipts less:
   XAdmin. expenses       Admin. fees      XWriter royalties
  (NOT AT SOURCE) WRITER: 50%; PRINT: FAVORED NATIONS
```

In the case of Joe Writer, this screen is left blank.

SCREEN 7
Define Contract Rates – OP (UFMCS01-70)

```
UFMCS01-70          Warner/Chappell Music, Inc. Los Angeles          6/05/03
WCMLA                  Define Contract Rates - OP                   17:51:55

Contract #: US WB  01608 00 - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCAP)
 Contract type: W003 EXCLUSIVE SONGWRITER
 Territory: W0100  WORLD
 ISO: US GB NL DE FR IT SE ES MX BR AU CA HK
 CIR:  Y  Y  Y  Y  Y  Y  Y  Y  Y  Y  Y  Y  Y

 Source available
              OP: US                              SP: 99
                  DF                                  GLA









   Enter DOT/ISO: OP / US   Source: DF
         Form C   SP / 99    for    GLA



  F3=Exit    F12=Cancel
```

The Default for Source is DF for Domestic (local) and Foreign. Use this if you wish to define worldwide rates payable to the client. If you need to set up separate rates for Domestic versus Foreign, use “D” alone, followed by “F” alone.

Using “DF” will result in Screen 8.

SCREEN 8
Define Contract Rates (UFMCS01-80)

```
 UFMCS01-80          Warner/Chappell Music, Inc. Los Angeles           6/05/03
 WCMLA                  Define Contract Rates                        17:58:18

Contract #: US WB  01608 00 - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCAP)
 Contract type: W003 EXCLUSIVE SONGWRITER
 Selected source: DF  (D/F/DF)                                      Delete:

                             Publisher          Admin. fee      Writer
                             rate   C/@/W/R     rate            rate    C/@/W/R
  (1) Sheet                                                      7.0000   C
  (2) Folios                                                    12.5000   W
  (3) Educational                                               10.0000   W
  (4) Images & likeness                                          5.0000   W
 (99) All income types
  (5) Mech.                                                     50.0000
  (6) Cover mech.
  (7) Perf.
  (8) Cover perf.
  (9) Sync.                                                     50.0000
 (10) 3rd party print                                           50.0000
 (11) Black box
 (12) Other                                                     50.0000
 (13) Foreign (all income)                                      50.0000
 (14) Foreign print
```

Fill in the applicable rates for each income type.

C/@/W/R

C	= U.S. Cents;
@	= At Source;
Blank	= Not At Source;
W	= Wholesale;
R	= Retail

In the above example, it is *Not At Source*, so the column is left blank for income types other than Print.

To set up GLA rates, use SP / 99 for the country, and GLA for source. Work with your I.T. liaison to set up default rates for your office.

When done with all Royalty Screens, press **F12** to get to the next screen.

SCREEN 9
Define Contract Brief (UFMCS01-90)

For Screens 9, 10, 11, 12 and 13, enter "Xs" and/or text as applicable. See the ***CIUM*** for details of each screen.

```
 UFMCS01-90      Warner/Chappell Music, Inc. Los Angeles              6/05/03
 WCMLA                    Define Contract Brief                     18:04:32

Contract #: US WB   1608    - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASC
 Contract type: W003 EXCLUSIVE SONGWRITER

Contract nature:
    Heretofore written by __________
 X  Listed on schedule/exhibit a
    Written by WRITER_____________ during term
    Written by                    & rec'd by                    during term
    Owned or controlled during term
    Excluding

Collaboration clause:
 X  Writer's fractional interest
 X  No less than portion equal to number of writers on songs
    Minimum _______ Publishing interest due to WB
    If pub. int. less than _______ % WB can reimburse up to _______ % from
       co-pub. share
    If pub. int. less than _______ % WB Can reimburse up to _______ % from
       writers share


     F3=Exit    F12=Cancel
```

SCREEN 10
Define Contract Brief – Prior Consents/Restrictions
(UFMCS01-100)

```
UFMCS01-100          Warner/Chappell Music, Inc. Los Angeles                6/05/03
WCMLA    Define Contract Brief - Prior consents/restrictions                18:12:08

Contract #: US WB   1608    - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASC
 Contract type: W003 EXCLUSIVE SONGWRITER

 Prior consents/restrictions
 X  English language title or lyric
 X  Harmonic structure or melody changes, except for insubstantial changes
 _  necessary to accommodate the syllabic requirements of foreign languages
 X  Reduced mechanicals   X Except for reduced rates customarily granted
 X  Title uses
 X  Sync:                _ All sync     X Except Society typr blanket licence
 X  TV feature  X Film feature    Video  X Product endorsement/commercial tieup
 _  Advertisments    _ Merchandising       _ Video games
 X  Images & likeness & bios
 _  Demo costs (by both parties)
 X  Settlement of legal actions
 _  Other than arm's length affiliate licenses
 _  Translations/Foreign language versions
 _  Which would reduce writer's royalties, except as required by a society
      Days deemed approved

     F3=Exit   F12=Cancel   F9=Select All
```

SCREEN 11
Define Contract Brief – Rts Reserved (UFMCS01-110)

```
UFMCS01-110     Warner/Chappell Music, Inc. Los Angeles              6/05/03
WCMLA           Define Contract Brief - Rts Reserved                18:20:59

Contract #: US WB   1608    - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASC
 Contract type: W003 EXCLUSIVE SONGWRITER

 Prior Consents/Restrictions Continued
 _ Adaptations
 _ Print,graphically reproduce,sell,hire and/or lend print copies
 X Dramatic rights
   Grand rights
 _ First mechanical licence
 _ Sample exploitation
 _ Other approvals required(refer to contract)

 Rts reserved
 _  Dramatic                          _ Title uses
 _  Literary versions                 _ Grand rights
 _  Audio-visual uses                 _ Commercials
 _  Merchandising
    All rights not specifically granted


     F3=Exit   F12=Cancel   F9=Select All
```

SCREEN 12
Define Contract Brief – Pre. Approved Usages (UFMCS01-115)

```
UFMCS01-115     Warner/Chappell Music, Inc. Los Angeles              6/05/03
WCMLA       Amend Contract Brief - Pre. Approved Usages            18:24:45

Contract #: US WB   1608    - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASC
Contract type: W003 EXCLUSIVE SONGWRITER

Pre approved usages
 _ Fragmentation of music and/or lyrics
 _ Music on audio books
 _ Using titles separately from compositions
 _ Commercial exploitation of demo recordings
 _ TV themes uses
 _ Background uses for TV excluding themes
 _ Background uses for Video/CD-ROM/DVD
 _ Computer games       _ Karaoke      _ Midi files
 _ Mobile phone ring tones
 _ TV shows where recording artist is performing
 _ Awards shows where composition is nominated
 _ Musical toys, gifts, greeting cards and novelties
 _ Conferences, corporate videos and trade exhibitions
 _ Theatrical compilation shows and ballets
 _ Inclusion in premium records    _ Literary versions of the compositions
 _ Use on the own website of publisher for promotional use


    F3=Exit    F12=Cancel    F9=Select All
```

SCREEN 13
LP/Song Commitment (UFMCS01-120)

```
UFMCS01-120          Warner/Chappell Music, Inc. Los Angeles            6/05/03
WCMLA                        LP/Song Commitment                         18:25:44

Contract #: US WB  01608 00 - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCAP)
 Contract type: W003 EXCLUSIVE SONGWRITER

   Reasonable # of new songs on regular sched.
 12  # of songs per contract YR
                                      Start     End        Sng        Sng
  Yr     CAE #          Name          Date      Date       Due        Dlvd
   1 W     90777  WRITER, JOSEPH R  11072002  11062003      12
   2 W     90777  WRITER, JOSEPH R  11072003  11062004      12
   3 W     90777  WRITER, JOSEPH R  11072004  11062005      12
   4                                MMDDYYYY  MMDDYYYY
   5                                MMDDYYYY  MMDDYYYY                      +

  00  # of LP committed
 List of LP delivered
 LP Title                          Label                          Rel date
                                                                  MMDDYYYY
                                                                  MMDDYYYY
                                                                  MMDDYYYY
                                                                  MMDDYYYY
                                                                  MMDDYY +
```

When the delivery commitment is songs per contract year (instead of LPs), completion of the above fields will allow for tracking of songs delivered during each year. You can use the **F1** key to lookup W/P's (CAE #s).

Song tracking is a not currently available but will be in the near future.

SCREEN 14
Define Contract Notes (UFMCS01-130)

```
UFMCS01-130          Warner/Chappell Music, Inc. Los Angeles          6/06/03
WCMLA                        Define Contract Notes                   12:06:22
 WCM Contract#: US WB   1608    WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCA
 Contract Type: W003 EXCLUSIVE SONGWRITER             Last update: 20030606
                                                        User: USAAVC
  Note Type:   2 (F1 for valid note types) CONTRACT NATURE
  Current note types:   2   12  15  17  30  51
                                                          Page:  1
     SCHED "A" = SONGS ON MRS. JOE BOB LP, "CALL ME 'MRS. JOE BOB"
      (NONESUCH 7/01/02), NAMELY: I LOVE YOU; I DON'T LOVE YOU; I'VE
      ALWAYS LOVED YOU; I'VE NEVER LOVED YOU; FOREVER MINE; WHAT'S
      YOUR NAME AGAIN?; ARE YOU TALKING TO ME?; FUGGEDDABOUDIT; GROUND
      FORCE LULLABYE; AND, LEAVING LAS CRUCES.




F3=Exit  F6=Update/Add notes  F8=Display notes  F9=Next screen  F12=Cancel
```

Above are the Notes applicable to the Joe Writer agreement.

Notes are available for most categories. Use the **F1** key to view the possible types.

```
HCTNOTE                                                          6/05/03
UFMCS02J              WorldAMPS Contract Note Type                18:36:40
USAAVC
  Possible values are:
Line #      Code          Description
  001       001           PARTIES NAMES
  002       002           CONTRACT NATURE
  003       003           ADDITIONAL CONTRACTS
  004       004           COPYRIGHT OWNERSHIP
  005       005           ADMINISTRATOR
  006       006           AMENDMENTS
  007       007           REVERSION NOTES
  008       008           COVER RETENTIONS
  009       009           POST-TERM COLLECTION
  010       010           TERM
  011       011           OPTIONS
  012       012           ADVANCES
  013       013           ROLLOVER
  014       014           COLLECTION
  015       015           RATE EXCEPTIONS
  016       016           COLLABORATION
  017       017           LP/SONG COMMIT
  018       018           CONTROL COMP.
  019       019           PRIOR CONSENTS
  020       020           RIGHTS RESERVED
  021       021           TERRITORIES
  022       022           SELL-OFF
  023       023           UNFULLFILLED CLIENTS
  024       024           PRINT RESTRICTIONS/PROVISIONS
  025       030           GENERAL NOTES
  026       031           ADMIN COSTS
  027       032           COVER DEFINITION
  028       033           REMINDER DIARY
  029       034           USA SOCIETY AFFILIATION
  030       051           FORM C NOTES
  031       052           FORM C REVISIONS

                  Enter line no :      or F12=Cancel
```

When using **F1** to look up, enter the line number for the desired Note Type. If you already know the Note Type, you can enter the number directly in the field. Notes will be displayed on *Inquiry* and on the printed brief, in the appropriate category, so it's important to use the correct Note type. Once you have chosen a Note Type, press **F6** to open the field. *Sight verify* to save. Rinse and repeat for all desired Note Types.

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Below are the Notes applicable to the Joe Writer agreement.

```
UFMCS01-130         Warner/Chappell Music, Inc. Los Angeles            6/06/03
WCMLA                        Define Contract Notes                     12:07:38
 WCM Contract#: US WB   1608    WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCA
 Contract Type: W003 EXCLUSIVE SONGWRITER              Last update: 20030605
                                                              User: USAAVC
  Note Type:  12 (F1 for valid note types) ADVANCES
  Current note types:   2   12  15  17  30  51
                                                                Page:  1
     OPT ADVS = 2/3 PRIOR YR (NO PIPE); MAXS = 2X MINS.




F3=Exit  F6=Update/Add notes  F8=Display notes  F9=Next screen  F12=Cancel
```

```
UFMCS02-130         Warner/Chappell Music, Inc. Los Angeles            6/06/03
WCMLA                        Amend Contract Notes                     12:15:59
 WCM Contract#: US WB   1608    WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCA
 Contract Type: W003 EXCLUSIVE SONGWRITER              Last update: 20021107
                                                              User: USAAVC
  Note Type:  15 (F1 for valid note types) RATE EXCEPTIONS
  Current note types:   2   12  15  17  30  51
                                                                Page:  1
     FGN GROSS RECTS DEEMED TO BE 85% (COVER MECHS 60%).
     ORCHESTRA RENTAL: 50%; MAIL ORDER PRINT: 50% OF LISTED RATES.



F3=Exit  F6=Update/Add notes  F8=Display notes  F9=Next screen  F12=Cancel
```

```
UFMCS01-130         Warner/Chappell Music, Inc. Los Angeles            6/06/03
WCMLA                        Define Contract Notes                     12:21:23
 WCM Contract#: US WB   1608    WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCA
 Contract Type: W003 EXCLUSIVE SONGWRITER              Last update: 20030318
                                                              User: USAAVC
  Note Type:  17 (F1 for valid note types) LP/SONG COMMIT
  Current note types:   2   12  15  17  30  51
                                                                Page:  1
     EACH CT YR RUNS TO LATER OF 1) 1 YR, OR 2) 30 DAYS AFTER REC'T OF
      NOTICE OF FULL DELIVERY W/COMPLETE WRITER INFO.
     NOTE: SCHED "A" SCS COUNT TOWARD 1ST YEAR DELIVERY.



F3=Exit  F6=Update/Add notes  F8=Display notes  F9=Next screen  F12=Cancel
```

```
UFMCS01-130         Warner/Chappell Music, Inc. Los Angeles            6/06/03
WCMLA                          Define Contract Notes                   12:23:25
 WCM Contract#: US WB   1608    WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCA
 Contract Type: W003 EXCLUSIVE SONGWRITER              Last update: 20021107
                                                          User: USAAVC
  Note Type:  30 (F1 for valid note types) GENERAL NOTES
  Current note types:   2   12  15  17  30  51
                                                            Page:  1
     AVC:JOEWRITER.AGT:110702
     DOE:11/07/02



F3=Exit  F6=Update/Add notes  F8=Display notes  F9=Next screen  F12=Cancel
```

```
UFMCS02-130         Warner/Chappell Music, Inc. Los Angeles            6/06/03
WCMLA                          Amend Contract Notes                   12:24:21
 WCM Contract#: US WB   1608    WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCA
 Contract Type: W003 EXCLUSIVE SONGWRITER              Last update: 20030605
                                                          User: USAAVC
  Note Type:  51 (F1 for valid note types) FORM C NOTES
  Current note types:   2   12  15  17  19  30  51
                                                            Page:  1
     (NOT AT SOURCE)
     JOE IS A MEMBER OF THE BAND, "THE BAND."



F3=Exit  F6=Update/Add notes  F8=Display notes  F9=Next screen  F12=Cancel
```

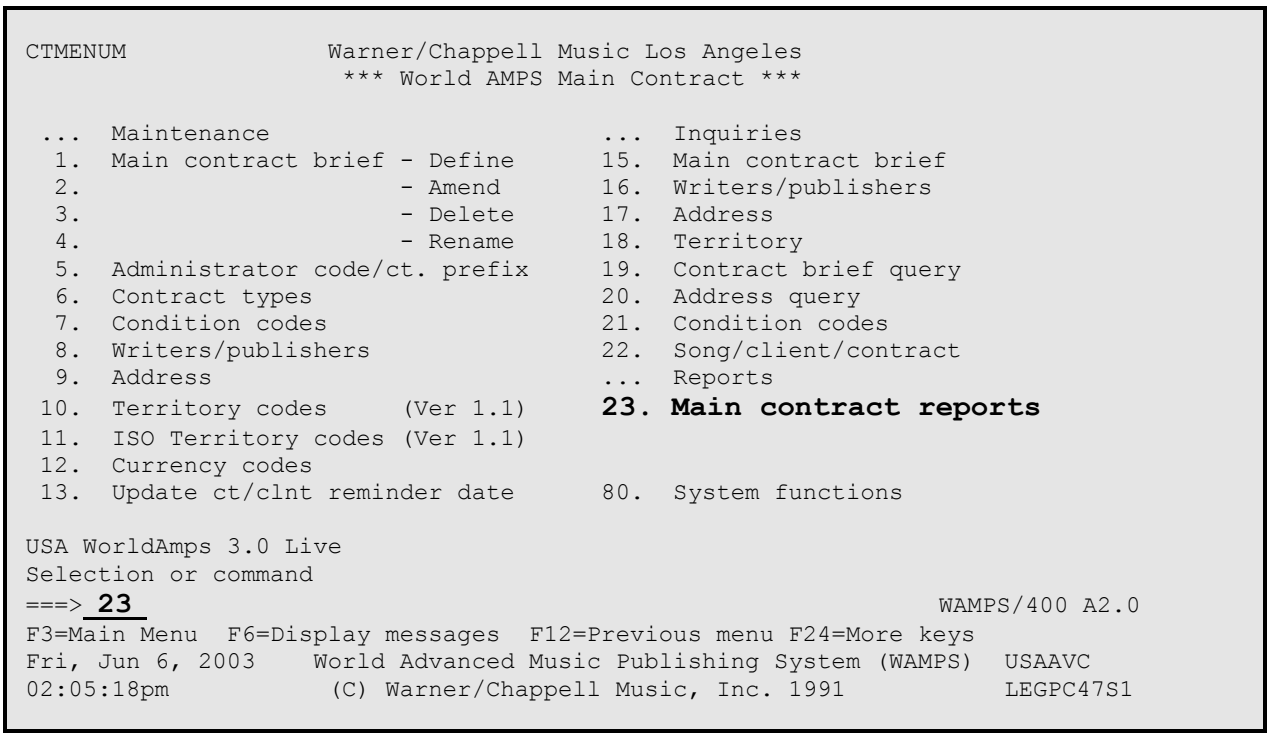
SCREEN 15
Define Contract – Addl Contracts (UFMCS01-140)

```
UFMCS01-140          Warner/Chappell Music, Inc. Los Angeles          6/06/03
WCMLA                   Define Contract - Addl Contracts              13:03:21

Contract #: US WB  01608 00 - WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCAP)
 Contract type: W003 EXCLUSIVE SONGWRITER

 Contract #      Name                        Type Desc            Terr  CT-date
              00
              00
              00
              00
              00
              00
              00
              00
              00
              00
              00
              00
              00
              00                                                          +
```

Use this screen to list related contracts, which are referenced in the brief. For example, if there are separate agreements for co-writers of a specific song, there would be a Contract Nature note: "See co-pub agmt of even date re co-writer interest (XX 1234)." That contract number would also be listed on this *Addl Contracts* screen, and vice versa.

HOW TO PRINT A CONTRACT BRIEF

In order to print a contract brief, you need to know the contract number. Once you have that number (or numbers):



Type **23** & press **Enter**.

```
CTMENUR1             Warner/Chappell Music Los Angeles
                      *** World AMPS Main Contract ***

 ...  Reports                          15.  Rollover tickler
  1.  Main contract brief              16.  Options/terms/advances tickler
                                       17.  Territories
  3.  Adm. codes/ct. prefix by code    18.  Numeric list by WP#
  4.                           desc.   19.  Alpha list   by WP#
  5.  Contract type in by code         20.  WP # that has no company
  6.                      desc.        21.  Contracts that tie to WP #
  7.  Condition codes
  8.  Numeric list by contract#        23.  Advances/payments
  9.                  ct.# - old #     24.  Alpha list by contract name
 10.                  current term
 11.                  opt.&adv.date    26.  Sub-menu reports
 12.  ISO Territory codes by name
 13.  ISO Territory codes by code      80.  System functions

USA WorldAmps 3.0 Live
Selection or command
===> 1                                                    WAMPS/400 A2.0
F3=Main Menu  F6=Display messages  F12=Previous menu F24=More keys
Fri, Jun 6, 2003    World Advanced Music Publishing System (WAMPS)  USAAVC
02:06:49pm           (C) Warner/Chappell Music, Inc. 1991           LEGPC47S1
```

```
 URMCS01-00          Warner/Chappell Music, Inc. Los Angeles          6/06/03
 WCMLA                Generate Contract Brief Report                 14:08:52
 USAAVC
ISO
Ctry/Contract# US
                        00              00              00              00
                        00              00              00              00
                        00              00              00              00
                        00              00              00              00
                        00              00              00              00
                        00              00              00              00

   Or contract
    ranging:   US
         From:          00  To:            00
         From:          00  To:            00
         From:          00  To:            00


  F3=Exit   F12=Cancel  (In all screens)
```

Enter the Contract Number(s) of the brief (s) you wish to print. If there is a sequential range of numbers, you can use the bottom half of the screen. *Sight verify* your choices, release the spooled file from your print queue & retrieve the printed brief from your local AS/400 printer.

Th Th That's All Folks!

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Appendix

```
URMCS01R                                                    DATE: 06 09 2003
                              CONTRACT BRIEF                          PAGE:   1

CONTRACT #: US WB  01608 00                    LAST BRIEF UPDATE: 06/05/2003
                                                   ARCHIVE #: L01234

CONTRACT DATE: 07/01/2003                     CONTRACT STATUS: EXECUTED
CURRENT  TERM: 07/01/2003  TO  06/30/2004     DATE TERMINATED:

PARTIES: WRITER, JOSEPH ROBERT PKA JOE BOB WRITER (ASCAP)

CONTRACT NATURE: W003 EXCLUSIVE SONGWRITER

     LISTED ON SCHEDULE/EXHIBIT A
     WRITTEN BY WRITER DURING TERM
     SCHED "A" = SONGS ON MRS. JOE BOB LP, "CALL ME 'MRS. JOE BOB"
      (NONESUCH 7/01/02), NAMELY: I LOVE YOU; I DON'T LOVE YOU; I'VE
      ALWAYS LOVED YOU; I'VE NEVER LOVED YOU; FOREVER MINE; WHAT'S
      YOUR NAME AGAIN?; ARE YOU TALKING TO ME?; FUGGEDDABOUDIT; GROUND
      FORCE LULLABYE; AND, LEAVING LAS CRUCES.

ARTIST : MRS. JOE BOB

COPYRIGHT OWNERSHIP:
     WP#         NAME                                  SOCIETY  OWNER %
     S-00053026414 WB MUSIC CORP.                        ASCAP    100.0000
     W-00000090777 WRITER, JOSEPH ROBERT                 ASCAP

ADMINISTRATOR: WB  WB MUSIC CORP. (ASCAP)

TERRITORY: W0100 WORLD

TERM:
     INITIAL TERM: 07/01/2003 TO 06/30/2004
       PLUS 2 1-YR OPTIONS
       CURRENT CONTRACT PERIOD EXTENDS IF DELIVERY COMMITMENT NOT MET;
         SEE LP/SONG COMMITMENT (17) FOR DETAILS.

LP/SONG COMMITMENT:
     12 SONGS PER EACH CONTRACT YR
     EACH CT YR RUNS TO LATER OF 1) 1 YR, OR 2) 30 DAYS AFTER REC'T OF
      NOTICE OF FULL DELIVERY W/COMPLETE WRITER INFO.
     NOTE: SCHED "A" SCS COUNT TOWARD 1ST YEAR DELIVERY.

DURATION OF RIGHTS:
     TERM OF COPYRIGHT AND OF ANY DERIVATIVE COPYRIGHTS AND ALL
     RENEWALS AND EXTENSIONS THEREOF

ROLLOVER: NO

OPTIONS/ADVANCES:

CLIENT#    CDT#  OPT/LP  FREQ    MIN    AMOUNT   LOC AMOUNT  CCY DUE-DATE  EX/PD

             W1    00 00               10000.00         0.00  USD 07/01/2003 PD
```

URMCS01R DATE: 06 09 2003

CONTRACT BRIEF PAGE: 2

CONTRACT #: US WB 01608 00

OPTIONS/ADVANCES:
ROLLOVER: N

CLIENT#	CDT#	OPT/LP	FREQ	MIN	AMOUNT	LOC AMOUNT	CCY	DUE-DATE	EX/PD
	W415	01 00	QUARTERLY	M	12000.00	0.00	USD	06/30/2004	
	W415	02 00	QUARTERLY	M	15000.00	0.00	USD	06/30/2005	

CONDITION CODE
W1 EXECUTION ADVANCE
W415 OPT EXERC AT ANY TIME DURING TERM UP TO 30 DAYS AFTER OUR RECT OF NOTICE OF DELIVERY COMPLETION.

ADVANCE NOTES:
OPT ADVS = 2/3 PRIOR YR (NO PIPE); MAXS = 2X MINS.

ADMIN COSTS RECOUPMENT:
DEMO %: 50.00 IN EXCESS OF: 0.00

STATEMENT PERIOD: 6 MOS WITHIN: 060 DAYS

COLLECTION: 100.00 % OF ALL INCOME

AUDIT-SUE:
AUDIT: 24 MONTHS SUE: 36 MONTHS

ROYALTY RATES PAYABLE:

DOMESTIC/FOREIGN	PUBLISHER RATE	PUBLISHER C/@/W/R	ADMIN. FEE RATE	WRITER RATE	WRITER C/@/W/R
SHEET				7.000	C
FOLIOS				12.500	W
EDUCATIONAL				10.000	W
IMAGE & LIKENESS				5.000	W
MECH.				50.000	
SYNC.				50.000	
3RD PARTY PRINT				50.000	
OTHER				50.000	

ROYALTY NOTES:
FGN GROSS RECTS DEEMED TO BE 85% (COVER MECHS 60%).
ORCHESTRA RENTAL: 50%; MAIL ORDER PRINT: 50% OF LISTED RATES.

COLLABORATIONS:
WRITER'S FRACTIONAL INTEREST
NO LESS THAN PORTION EQUAL TO NUMBER OF WRITERS 0N SONGS

PRIOR CONSENTS/RESTRICTIONS:
ENGLISH LANGUAGE TITLE OR LYRIC

URMCS01R DATE: 06 09 2003

CONTRACT BRIEF PAGE: 3

CONTRACT #: US WB 01608 00

PRIOR CONSENTS/RESTRICTIONS:
HARMONIC STRUCTURE OR MELODY CHANGES, EXCEPT FOR INSUBSTANTIAL CHANGES
NECESSARY TO ACCOMMODATE THE SYLLABIC REQUIREMENTS OF FOREIGN LANGUAGES
REDUCED MECHANICAL, (EXCEPT FOR REDUCED RATES CUSTOMARILY GRANTED)
TITLE USES
SYNC:
TV FEATURES, FILM FEATURES,
SETTLEMENT OF LEGAL ACTIONS
DRAMATICS RIGHTS
5 BUSINESS DAYS DEEMED APPROVED (FAX/EMAIL OK); 15 CALENDAR DAYS
FOR DEMO COSTS/LEGAL ACTIONS.

PRINT RESTRICTIONS/PROVISIONS:
IMAGE & LIKENESS & BIOS

MATERIALS FURNISHED TO OWNER:
COVERS: 2 COPIES PRINT: 2 COPIES

POWER OF ATTORNEY: YES
PA FORMS & OTHER ROUTINE COPYRIGHT DOCUMENTS: YES
IF THEY FAIL TO SIGN A DOCUMENT WITHIN 10 BUSINESS DAYS.

ATTORNEY/LEGAL NOTICES CC:

NAME: CHARLES JOHN ROBERT, ESQ.
FIRM NAME: JICAMA, OKRA, KALE & EGGPLANT
ADDRESS 1: 4321 S. MAIN STREET
CITY: NASHVILLE
STATE: TN ZIP CODE: 37013
COUNTRY: USA
TEL: 615.555.1234
FAX: 615.555.4321
E-MAIL: CHUCKBOB@JOKE.COM

CONTACT/WRITER/LEGAL NOTICES:

NAME: JOE BOB WRITER
ADDRESS 1: 1234 N. MAIN STREET
CITY: NASHVILLE
STATE: TN ZIP CODE: 37012
COUNTRY: USA
TEL: 615.555.1212
FAX: 615.555.1313
E-MAIL: JOEWRITER@AOL.COM

GENERAL NOTES:
AVC:JOEWRITER.AGT:070103
DOE:07/01/03

PROD MGR SIGNED: TIM WIPPERMAN

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WB MUSIC CORP.
c/o Warner/Chappell Music, Inc.
10585 Santa Monica Boulevard
Los Angeles, CA 90025-4950

Dated: As of July 1, 2002

Mr. Joseph Robert Writer
p/k/a Joe Bob Writer
1234 N. Main Street
Nashville, TN 37012

Dear Mr. Writer:

The following, when signed by you and by us, will constitute the terms and conditions of the exclusive songwriter agreement between you and us.

1. Term:

1.1. The Term of this Agreement shall consist of an initial period of one (1) **"Contract Year"** (as defined below) commencing as of the above date. In addition, we shall have two consecutive and successive options to renew such Term for periods of one Contract Year in each instance. Our failure to exercise the first of such options shall cause the second option to lapse as well.

1.2. Options are exercisable in each instance by notice (all references to **"notice"** in this agreement are to notice in the manner prescribed in ¶ 9 below) at any time during the Term up to thirty (30) days following the completion of delivery of your **"Delivery Commitment"** (as defined below) for the then-current Contract Year, **provided**, that we shall in no event be required to exercise an option prior to the end of the eleventh month of the then-current Contract Year.

1.3. Contract Year/Delivery Commitment:

1.3.1. A **"Contract Year"** shall continue for the later of twelve months or, until 30 days following completion of your **"Delivery Commitment"** for such Contract Year.

1.3.2. Your **"Delivery Commitment"** for each Contract Year shall consist of twelve 100% newly-written compositions (or the equivalent in compositions only partly written by you), together with notice to us of the completion of delivery of the requisite number of compositions (with titles, names of co-writers and percentages subject to this Agreement, as well as the name(s) of any co-writer(s) and/or co-publisher(s) and the respective share(s) of each such third party).

2. Territory: The World.

3. Scope of Agreement:

3.1. Subject Compositions:

3.1.1. We will own 100% of, and we will have exclusive worldwide life-of-copyright administration of, your interest in all songs included on the attached Schedule "A" (**"Existing Compositions"**) and all songs written or co-written during the Term by you or otherwise now or hereafter owned or controlled directly or indirectly by you or your music publishing designee or any other person or entity directly or indirectly controlled by you (collectively referred to below as **"Subject Compositions"** or **"SCs"**). A composition first recorded and/or released during the Term or within three months following the expiration of the Term shall be deemed to have been written and composed during the Term.

3.1.2. In the case of co-written compositions, such ownership and administration shall only extend to your fractional interest, calculated (at a minimum) by multiplying 100% by a fraction, the numerator of which is 1 and the denominator of which is the total number of contributing writers.

3.2. We and our foreign subsidiaries, affiliates and licensees shall have the fullest possible rights to exploit and administer the SCs, to utilize your name and likeness in connection therewith and to execute PA forms (and other routine copyright documents) in your name and on your behalf as your attorney-in-fact (which appointment is coupled with an interest and is therefore irrevocable), including (but not limited to) the right to do any or all of the following:

3.2.1. Authorize any foreign-language translations or adaptations of the English-language title and/or lyric of any SC, and insubstantial melodic changes necessary to accommodate the syllabic requirements of foreign languages;

3.2.2. Issue mechanical licenses for the use of any SC at less than the prevailing statutory or society rate, and at reduced rates in connection with those types of uses for which reduced-rate licenses are customarily granted in the country in question;

3.2.3. Authorize the use of the title of any SC as the title of a play, film or TV program, or authorize the dramatization of any SC;

3.2.4. Authorize the synchronization of any SC in an "NC-17"-rated film or TV program.

4. Collection and Division of Income:

4.1. We will be entitled to collect (and shall employ best efforts consistent with our reasonable business judgment to collect) all writer/publisher income (except the writer's share of public performances collected by societies) generated by each SC (including pre-Term earnings on Existing Compositions not subject to collection by third parties under presently-existing agreements listed on Schedule "B").

4.2. Royalties:

4.2.1. We shall pay you songwriter royalties with respect to monies received by us from our exploitation of SCs in accordance with the annexed Schedule "A".

4.2.2. As used herein, **"Gross Receipts"** shall include (except with respect to printed editions) amounts received by us in the United States (or credited to our account in reduction of an advance previously received by us in the United States) in respect of the use or exploitation of SCs, less actual and reasonable out-of-pocket litigation and collection expenses, it being understood and agreed that our share of amounts collected by our foreign music publishing subpublishers (which shall be calculated by them **"at source"**, i.e., as received by them from performing and mechanical rights societies and other licensees, and shall not be reduced by intermediate distribution between various units of our music publishing group) shall be deemed to be 85% of such amounts (other than the publisher's share of public performance income, which shall not be included in Gross Receipts for any purposes), and 60% of mechanical income from **"local cover recordings"** (i.e., recordings of SCs not performed and/or produced by you in whole or in part, which are produced, recorded and released outside of the United States).

5. Advances: We shall make the following payments (subject to any withholding which may be required by the rules and regulations of any taxing authority having jurisdiction), which shall be recoupable from your royalties hereunder:

5.1. Upon receipt of duly countersigned copies of this letter and completed Schedule "A", $10,000.00;

5.2. In the event that we exercise a renewal option, an amount (payable in equal installments on the first day of each calendar quarter) equal to 66-2/3% of your writer royalties hereunder (as reported on your royalty statements for the first four quarters of the immediately preceding Contract Year), but not less than nor more than the following:

Renewal Period	Minimum	Maximum
lst	$12,000.00	$24,000.00
2nd	$15,000.00	$30,000.00
3rd	$20,000.00	$40,000.00

5.3. In addition, one-half of all so-called "demo costs" paid or incurred by us with respect to SCs shall constitute advances. (Neither you nor anyone acting on your behalf or with your authority shall incur any such expenses without our prior written approval.)

6. Accounting and Payment:

6.1. We will account to you (and make payment where appropriate) within 60 days following the end of each semiannual calendar period. However, if the amount due for a specific statement is less than $50., payment may be deferred until the aggregate amount due to you exceeds $50. The exchange rates used by third parties in accounting to us shall be used by us in accountings hereunder.

6.2. We will only be required to account and pay with respect to amounts actually received by us in the U.S. (or credited to our account in reduction of a previous advance received by us in the U.S.); provided, that amounts collected by our foreign music publishing subsidiaries shall (subject to the "blocked currency" provisions set forth below) be deemed to have been reported by them to us no later than the end of the semi-annual accounting period next following the semi-annual period during which such amounts are actually collected by such subsidiaries.

6.3. Audit and Suit:

6.3.1. You (or a certified public accountant on your behalf) shall have the right to audit our books and records as to each statement for a period of 2 years after such statement is received (or deemed received as provided below). Legal action with respect to a specific accounting statement or the accounting period to which such statement relates shall be barred if not commenced in a court of competent jurisdiction within 3 years after such statement is received (or deemed received as provided below).

6.3.2. For the purposes of calculating such time periods, you shall be deemed to have received a statement when due unless we receive notice of nonreceipt from you (in the manner prescribed in paragraph 9, below) within 30 days thereafter. However, your failure to give such notice shall not affect your right to receive such statement (and, if applicable, your royalty and/or Net Income payment) after such thirty-day period.

6.4. In "blocked currency" situations, we shall not be required to pay you until the blockage shall have been removed, but if requested to do so, we shall deposit blocked currency royalties in the local currency in a depository of our choice.

6.5. All payments hereunder shall be subject to all applicable taxation statutes, regulations and treaties.

7. Warranties and Representations: By your signature below, and in each instance in which SCs are delivered to us ("delivery" to include a DAT and/or cassette copy and lyric sheet, together with complete writer and publisher splits and society affiliations and satisfactory written clearance of any and all so-called "samples" embodied in any SC), you warrant and represent (1) that you have the right to do so, (2) that the SC does not infringe any third party's rights or violate any applicable criminal statute, including but not limited to such third party's copyright, trademark, servicemark, or right of privacy or publicity, (3) that the SC is not defamatory and (4) that you are and will remain affiliated with ASCAP, BMI or another recognized performing rights society. In each instance in which we provide you with a document which is necessary to vest our rights and/or interests in the SCs, you shall execute and return such document to us within ten (10) business days following your receipt of same. In the event that you fail to do so, in addition to any other rights and/or remedies available to us hereunder, we shall be entitled to execute such document in your name and on your behalf as your attorney-in-fact (which appointment is coupled with an interest and is therefore irrevocable)(upon written request, we shall provide you with copies of such documents).

8. Indemnities; Cure of Breaches; Waiver:

8.1. Indemnity:

8.1.1. Each party will indemnify the other against any loss or damage (including court costs and reasonable attorneys' fees) due to a breach of this agreement by that party which results in a judgment against the other party or which is settled with the other party's prior written consent (not to be unreasonably withheld). In addition, your indemnity shall extend to the "deductible" under our errors-and-omissions policy without regard to judgment or settlement.

8.1.2. You shall give us prompt notice of any third party claim which you receive in respect of any SC and we shall make a good faith effort to consult with you prior to responding to such claim.

8.1.3. Each party is entitled to be notified of any action against the other brought with respect to any SC, and to participate in the defense thereof. However, if you wish to participate in the defense by counsel other than our errors and omissions counsel, such participation shall be at your sole cost and expense. Furthermore, in respect of any action alleging that any SC infringes a third party’s rights or violates any applicable criminal statute, including but not limited to such third party’s copyright, trademark, servicemark, or right of privacy or publicity, we shall at all times have the right to tender the defense thereof to you (i.e., require you to assume the obligation of defense).

8.1.4. If a claim is made against us and/or with respect to any SC, we may withhold a reasonable amount (i.e., an amount related to the scope of the claim and potential liability including anticipated attorney’s fees and litigation costs) from monies due or to become due to you, but if requested to do so by notice in the manner prescribed in ¶9, below, we will notify you of the amount on legal hold and we will refund it (together with interest on the amount released at the regular savings and loan passbook interest rate prevailing in Los Angeles from time to time during the period of withholding) if (and to the extent that) suit is not brought with respect to that sum within 1 year thereafter, and provided that you have fully responded in writing to any written inquiry we have made in respect of such claim, and we won't withhold if you provide us with a satisfactory commercial surety bond.

8.2. Cure of Breaches: Neither party will be deemed in breach unless the other party gives notice and the notified party fails to cure within 30 days after receiving notice; provided, that if the alleged breach is of such a nature that it cannot be completely cured within 30 days, the notified party will not be deemed to be in breach if the notified party commences the curing of the alleged breach within such 30-day period and proceeds to complete the curing thereof with due diligence within a reasonable time thereafter. However, either party shall have the right to seek injunctive relief to prevent a threatened breach of this agreement by the other party. All payments required to be made by us hereunder shall be subject to any rights and/or remedies which may otherwise be available to us in the event of a breach of this agreement on your part not cured in the manner prescribed above.

8.3. Waiver: The waiver of the applicability of any provision of this Agreement or of any default hereunder in a specific instance shall not affect the waiving party's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

9. Notices/Statements/Consents:

9.1. Except as expressly provided otherwise herein, all notices shall be sent by certified mail (return receipt requested), registered mail, Federal Express or Airborne Express to you and to us at the following addresses, or to such other addresses as the parties may designate from time to time by notice in like manner:

To You: 1234 N. Main Street
Nashville, TN 37012
Phone #: 615.555.1212
Fax #: 615.555.1313
E-mail Address: JoeWriter@aol.com

To Us: Attn: Executive VP,
Legal and Business Affairs
c/o Warner/Chappell Music, Inc.
10585 Santa Monica Blvd.
Los Angeles, CA 90025-4950
Fax #: (310) 470-2875

A courtesy copy of each notice to you shall be sent by ordinary mail or fax to:

Jicama, Okra, Kale & Eggplant
Attn: Charles John Robert, Esq.
4321 S. Main Street
Nashville, TN 37013

9.2. Statements (and payments, if applicable) shall be sent by ordinary mail.

9.3. Approval, Consent:

9.3.1. Where the consent or approval of a party is required, it shall not be unreasonably withheld (unless expressly provided otherwise herein) and shall be deemed given unless the party whose consent or approval has been requested delivers notice of nonconsent or disapproval to the other party within 15 days after receipt of notice requesting such consent or disapproval.

9.3.2. Notwithstanding the foregoing, with respect to the synchronization of any SC in a film or television program, or the use of any SC in a live stage production, consent or approval shall be deemed to have been given unless we are notified of disapproval by fax from you, your manager or attorney within five (5) business days following your receipt of faxed or e-mailed notice requesting such consent or approval (such notices to be given to the parties at their respective fax numbers and/or e-mail address set forth in ¶ 9.1.1, above).

10. Law and Forum:

10.1. This agreement has been entered into in, and is to be interpreted in accordance with the laws of, the State of California. All actions or proceedings seeking the interpretation and/or enforcement of this Agreement shall be brought only in the State or Federal Courts located in Los Angeles County, all parties hereby submitting themselves to the jurisdiction of such courts for such purpose.

10.2. Service of Process:

10.2.1. Service of process in any action between the parties may be made by registered or certified mail addressed to the parties' then-current addresses for notice as prescribed in ¶9. above.

10.2.2. Service shall become effective 30 days following the date of receipt by the party served (unless delivery is refused, in which event service shall become effective 30 days following the date of such refusal).

Very truly yours,
WB MUSIC CORP.

By:
Edward P. Pierson
Executive Vice President
Legal and Business Affairs

AGREED AND ACCEPTED:

Joseph Robert Writer

S.S. #: 123-45-6789

Writer Society CAE #: S00123456789
Publishing Co. CAE #: N/A

Agreement dated July 1, 2002
Re Joseph Robert Writer ("Writer")

SCHEDULE "A"

WRITER ROYALTIES

All of the royalties set forth below shall be prorated to reflect your songwriter interest in each SC.

(l) Print (on net paid sales of editions manufactured and sold by us or by our subsidiaries or affiliates):

(A) U.S. and Canada

Piano/vocal sheet: 7 cents

Piano/Vocal Folios (other than "fake books" or "educational editions", described below): 12 1/2% of wholesale (prorated in the case of "mixed" folios to reflect number of royalty-bearing compositions);

"Fake books" and "educational editions": (including, but not limited to, choral, band, guitar, guitar tab, easy piano, orchestral arrangements and other pedagogical editions) and other printed editions not otherwise expressly provided for in this agreement: 10% of wholesale (subject to same pro-ration);

"Personality" folios (featuring Writer's name and likeness as a featured recording artist) or "matching" folios (featuring album-cover artwork and songs from specific album featuring Writer): an additional 5% of wholesale. Such royalty shall be reduced prorata in any case in which a "personality" or "matching" folio features Writer together with another recording artist. For example: the royalty in respect of an "A, B and C" personality folio would be α of 5% or 1.667% while the royalty in respect of an "A, B, C and D" matching folio would be ¼ of 5% or 1.25%.

(B) Outside the U.S. and Canada: 50% of 12 1/2% of retail (prorated in the same pro-ration as above case of "mixed" folios to reflect number of royalty-bearing compositions).

(C) In-House Mail Order: 50% of the above royalties (as applicable).

(D) Third Party Print and Orchestral Rentals: 50% of "**Gross Receipts.**" In the case of printed editions sold by third party print licensees and in respect of income from the rental of orchestral material, **"Gross Receipts"** shall be deemed to be 50% of all sums received from such licensees.

(2) Mechanical Royalties: 50% of Gross Receipts.

(3) Performance Royalties: if collected directly by us and not through a society: 50% of Gross Receipts

(4) Foreign Income: 50% of Gross Receipts

(5) Other Income: 50% of Gross Receipts (as applicable); provided, that Writer shall not be entitled to receive any portion of any amount received by us from a source which pays Writer an equivalent amount directly (including but not limited to distributions from a performing rights society and direct payments of portions of any blank tape tax or charge which may be enacted by Congress if writers and publishers are paid separately).

EXISTING COMPOSITIONS

TITLE	COMPOSER(S) (%)	PUBLISHER(S)(%)	%SUBJECT TO AGMT.	RECORDING ARTIST LP TITLE/LABEL RECORD#/RELEASE DATE
I Love You	Joe Bob Writer		100%	Jolene Roberta Writer/ Call Me **Mrs.** Joe Bob/WEA 12345/1/01/2003
I Don't Love You	"		"	"
I've Always Loved You	"		"	"
I've Never Loved You	"		"	"
Forever Mine	"		"	"
What's Your Name Again?	"		"	"
Are You Talking To Me?	"		"	"
Fuggeddaboudit	"		"	"
Ground Force Lullabye	"		"	"
Leaving Las Cruces	"		"	"

The undersigned hereby acknowledges having read and reviewed the song information listed above and hereby warrants and represents that such information is truthful, accurate and complete.

_____

Agreement dated July 1, 2002
Re Joseph Robert Writer ("Writer")

SCHEDULE "B"

(Pursuant to ¶ 4.1.)

None.

ASSIGNMENT

ASSIGNOR(S): Joseph Robert Writer

ASSIGNEE(S): WB MUSIC CORP.

PORTION CONVEYED: One Hundred Percent (100%)

For valuable consideration, ASSIGNOR hereby assigns, transfers, sets over and conveys to ASSIGNEE and its successors and assigns that portion of all right, title and interest set forth above in and to the following musical composition(s):

See attached Schedule "A"

including the copyrights and proprietary rights therein and in any and all versions of said musical composition(s), and any renewals and extensions thereof (whether presently available or subsequently available as the result of intervening legislation) in the United States of America and elsewhere throughout the world, and further including any and all causes of action for infringement of the same, past, present and future, and all proceeds from the foregoing accrued and unpaid and hereafter accruing.

ASSIGNOR agrees to sign any and all other papers which may be required to effectuate the purpose and intent of this Assignment, and hereby irrevocably authorizes and appoints ASSIGNEE his attorney and representative in its name or in his name as his true and lawful attorney-in-fact to take such actions and make, sign, execute, acknowledge and deliver all such documents as may from time to time be necessary to convey to ASSIGNEE, its successors and assigns, all rights granted herein.

IN WITNESS WHEREOF, the undersigned has (have) executed the foregoing Assignment as of this 1st day of July, 2002.

Joseph Robert Writer

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